

15.00

# CRAVATH, SWAINE & MOORE

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9-348A036

RECORDATION NO. 16514-B FILED 12/14/89

DEC 14 1989 - 2:25 PM  
INTERSTATE COMMERCE COMMISSION

December 14, 1989

Amendment Agreement No. 2 Dated as of December 1, 1989  
Amending Conditional Sale Agreement  
Filed under Recordation No. 16514 and  
Lease of Railroad Equipment Filed Under  
Recordation No. 16514-B

DEC 14 2 10 PM '89  
RECORDATION UNIT

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Amoco Chemical Company for filing and recordation counterparts of the following document:

Amendment Agreement No. 2 dated as of December 1, 1989, among Mercantile-Safe Deposit and Trust Company, as Agent, Amoco Chemical Company, as Lessee, and The Connecticut National Bank, as Trustee.

Amendment Agreement No. 2 amends the Conditional Sale Agreement and Lease of Railroad Equipment each dated as of August 1, 1989, previously filed and recorded with the Interstate Commerce Commission on September 13, 1989, at 2:30 p.m., Recordation No. 16514 and an Amendment Agreement No. 1 dated as of September 22, 1989, previously filed and recorded with the Interstate Commerce Commission on September 27, 1989, at 4:10 p.m., Recordation Number 16514-C.

*Clarely Papp*  
*Michael McComiskey*

The Amendment Agreement amends the Conditional Sale Agreement and the Lease of Railroad Equipment to adjust the Debt Amortization Schedule for the Series A Equipment, the Rental Schedule for the Series A Equipment and the Termination and Casualty Loss Values for the Series A Equipment.

Please file and record the Amendment Agreement submitted with this letter and assign it Recordation Number 16514-D.

Enclosed is a check for \$15 payable to the Interstate Commerce Commission for the recordation fee for the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

*Laurance V. Goodrich*  
Laurance V. Goodrich  
as Agent for  
Amoco Chemical Company

Noreta R. McGee, Secretary,  
Interstate Commerce Commission,  
Washington, D.C. 20423

encls.

16514-AD  
RECORDATION NO. \_\_\_\_\_ FILED 1425

DEC 14 1989 -2 25 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2  
("Amendment") dated as of December 1, 1989, among AMOCO CHEMICAL COMPANY, a Delaware corporation ("Lessee"), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland Corporation ("Agent"), and THE CONNECTICUT NATIONAL BANK, not individually but solely in its capacity as trustee ("Trustee").

WHEREAS each of the parties hereto has entered into a Participation Agreement dated as of August 1, 1989 ("Participation Agreement");

WHEREAS capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Participation Agreement;

WHEREAS the Trustee, Amoco Chemical Company (in such capacity, "Seller") and the Agent have entered into a Conditional Sale Agreement dated as of August 1, 1989 ("CSA");

WHEREAS the Lessee and the Trustee have entered into a Lease of Railroad Equipment dated as of August 1, 1989 ("Lease");

WHEREAS the CSA and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 13, 1988, at 2:30 p.m., recordation number 16514, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 14, 1988, at 11:25 a.m.;

WHEREAS the parties hereto have entered into an Amendment Agreement No. 1 dated as of September 22, 1989, which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on September 27, 1989, at 4:10 p.m., recordation number 16514-C, and deposited in the Office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on September 28, 1989, at 2:02 p.m.; and the CSA and the Lease as so amended hereinafter referred to as the CSA and the Lease;

WHEREAS the Owner and the Lessee pursuant to Article 4 of the CSA and Section 3.03 of the Lease have given notice ("Notice") to the other parties to the Participation Agreement of the amount of the precise percentage for Article 4(c)(i) of the CSA ("Debt Percentage"), and the schedules of Debt Amortization, Basic Rents and Casualty Values for the Series B Closing;

WHEREAS the parties hereto desire to amend the CSA and the Lease to reflect the Notice;

WHEREAS the Owner has authorized the Owner Trustee to execute this Amendment Agreement;

WHEREAS the Agent is authorized to execute this Amendment Agreement without the consent of the Investor since this Amendment Agreement does not adversely affect the interests of the Investor.

NOW THEREFORE, the parties hereto agree as follows:

1. The Debt Percentage shall be 74.511% and the Debt Rate shall be 8.81% for the Series B Closing. The CSA is hereby amended to delete Schedule IB to the CSA and to substitute therefor Schedule IB hereto.

2. The Lease is hereby amended to (a) delete Schedule B to the Lease to the extent that it relates to Series B Units and substitute therefor Schedule B hereto and (b) delete Schedule C to the Lease to the extent that it relates to Series B Units and substitute therefor Schedule C hereto.

3. The Documents are each hereby amended so that any reference to any Document contained in any Document is hereby deemed to refer to such Document as amended hereby.

4. The terms of this Amendment Agreement and all rights and obligations of the parties hereto hereunder shall be governed by and construed in accordance with the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303 and Section 86 of the Railway Act of Canada and such additional rights arising out of the filing, recording or deposit hereof as shall be conferred by the laws of the several jurisdictions in which this Amendment shall be filed, recorded or deposited or in which any unit of Equipment shall be located, and such rights, if any, arising out of the marking of Equipment.

5. Except as amended hereby, the Documents shall remain unaltered and in full force and effect.

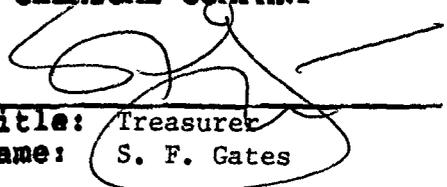
6. The Lessee will promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission and deposited with the Registrar General of Canada

in accordance with the provisions of Article 19 of the CSA and Section 15.01 of the Lease.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Lessee.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

AMOCO CHEMICAL COMPANY

by 

Title: Treasurer  
Name: S. F. Gates

Executed on December 14, 1989

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY  
not in its individual  
capacity but solely as  
Agent,

by

Title: \_\_\_\_\_  
Name:

Executed on December , 1989.

in accordance with the provisions of Article 19 of the CSA and Section 15.01 of the Lease.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by all parties so long as each party shall deliver a counterpart signed by it to Cravath, Swaine & Moore, special counsel for the Lessee.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first above written, and each of the undersigned signatories hereto declares pursuant to 28 U.S.C. § 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

AMOCO CHEMICAL COMPANY

by

\_\_\_\_\_  
Title:  
Name:

Executed on December , 1989

MERCANTILE-SAFE DEPOSIT  
AND TRUST COMPANY  
not in its individual  
capacity but solely as  
Agent,

by

  
\_\_\_\_\_  
Title: VICE PRESIDENT  
Name: R. E. Schreiber

Executed on December 13, 1989.

THE CONNECTICUT NATIONAL BANK,  
not in its individual  
capacity but solely as  
Trustee,

by



Title: JAYT BAUER  
Name: CORPORATE TRUST OFFICER

Executed on December 14, 1989.

SCHEDULE 1B

**FINAL EXHIBIT**  
**(Series B Equipment)**  
**AMOCO CORPORATION**  
**Leveraged Lease Financing**  
**for**  
**Four Hundred Seventy-two (472) Rail Cars**  
**-Debt Amortization Schedule-**

Loan Amount \$ 1,000,000.00  
 Average interest rate 8.808128 % /year SEMI  
 Average Life 13.357 years  
 Duration 7.929 years

Date	Principal Repayment	Interest	Debt Service	Balance	Debt Rate
12/15/1989	.00	.00	.00	1000000.00	8.810000
6/14/1990*	.00	43805.28	43805.28	1000000.00	9.000000
6/14/1991	16310.20	90000.00	106310.20	983689.80	9.000000
6/14/1992	17778.12	88532.08	106310.20	965911.68	9.000000
6/14/1993	19378.15	86932.05	106310.20	946533.53	9.000000
6/14/1994	21122.18	85188.02	106310.20	925411.35	9.000000
6/14/1995	23023.18	83287.02	106310.20	902388.17	8.810000
12/14/1995	.00	39750.20	39750.20	902388.17	8.810000
6/14/1996	26809.80	39750.20	66560.00	875578.37	8.810000
12/14/1996	.00	38569.23	38569.23	875578.37	8.810000
6/14/1997	29171.74	38569.23	67740.97	846406.63	8.810000
12/14/1997	.00	37284.21	37284.21	846406.63	8.810000
6/14/1998	22650.12	37284.21	59934.33	823756.51	8.810000
12/14/1998	.00	36286.47	36286.47	823756.51	8.810000
6/14/1999	67059.13	36286.47	103345.60	756697.38	8.810000
12/14/1999	.00	33332.52	33332.52	756697.38	8.810000
6/14/2000	39891.13	33332.52	73223.65	716806.25	8.810000
12/14/2000	.00	31575.32	31575.32	716806.25	8.810000
6/14/2001	43657.06	31575.32	75232.38	673149.19	8.810000
12/14/2001	.00	29652.22	29652.22	673149.19	8.810000
6/14/2002	58605.18	29652.22	88257.40	614544.01	8.810000
12/14/2002	.00	27070.66	27070.66	614544.01	8.810000
6/14/2003	67755.96	27070.66	94826.62	546788.05	8.810000
12/14/2003	.00	24086.01	24086.01	546788.05	8.810000
6/14/2004	85524.79	24086.01	109610.80	461263.26	8.810000
12/14/2004	.00	20318.65	20318.65	461263.26	8.810000
6/14/2005	93406.71	20318.65	113725.36	367856.55	8.810000
12/14/2005	.00	16204.08	16204.08	367856.55	8.810000
6/14/2006	102015.05	16204.08	118219.13	265841.50	8.810000
12/14/2006	.00	11710.32	11710.32	265841.50	8.810000
6/14/2007	111416.71	11710.32	123127.03	154424.79	8.810000
12/14/2007	.00	6802.41	6802.41	154424.79	8.810000
6/14/2008	121684.85	6802.41	128487.26	32739.94	8.810000
12/14/2008	.00	1442.19	1442.19	32739.94	8.810000
6/14/2009	32739.94	1442.19	34182.13	.00	8.810000
12/14/2009	.00	.00	.00	.00	8.810000
6/14/2010	.00	.00	.00	.00	8.810000
<b>Total</b>	<b>1000000.00</b>	<b>1185913.43</b>	<b>2185913.43</b>		

\* Interest only to the extent accrued will be payable on this date.

## SCHEDULE B

**FINAL EXHIBIT**  
**(Series B Equipment)**  
**AMOCO CORPORATION**  
**Leveraged Lease Financing**  
**for**  
**Four Hundred Seventy-two (472) Rail Cars**  
**RENTAL SCHEDULE**  
**(Expressed as a Percent of Purchase Price\*)**

Date	Arrears Rent	Advance Rent	Total Rent
6/14/1990	.000000	.000000	.000000
12/14/1990	.000000	.000000	.000000
6/14/1991	7.921249	.000000	7.921249
12/14/1991	.000000	.000000	.000000
6/14/1992	7.921249	.000000	7.921249
12/14/1992	.000000	.000000	.000000
6/14/1993	7.921249	.000000	7.921249
12/14/1993	.000000	.000000	.000000
6/14/1994	7.921249	.000000	7.921249
12/14/1994	.000000	.000000	.000000
6/14/1995	7.921249	.000000	7.921249
12/14/1995	2.961816	.000000	2.961816
6/14/1996	4.959433	.000000	4.959433
12/14/1996	2.873821	.000000	2.873821
6/14/1997	5.047428	.000000	5.047428
12/14/1997	2.778073	.000000	2.778073
6/14/1998	5.143175	.000000	5.143175
12/14/1998	2.703731	.000000	2.703731
6/14/1999	5.217518	4.202855	9.420373
12/14/1999	.000000	3.718394	3.718394
6/14/2000	.000000	6.529419	6.529419
12/14/2000	.000000	3.151717	3.151717
6/14/2001	.000000	6.626948	6.626948
12/14/2001	.000000	3.054188	3.054188
6/14/2002	.000000	7.664082	7.664082
12/14/2002	.000000	2.017054	2.017054
6/14/2003	.000000	7.886470	7.886470
12/14/2003	.000000	1.794666	1.794666
6/14/2004	.000000	8.167179	8.167179
12/14/2004	.000000	1.513957	1.513957
6/14/2005	.000000	8.473758	8.473758
12/14/2005	.000000	1.207378	1.207378
6/14/2006	.000000	8.808592	8.808592
12/14/2006	.000000	.872544	.872544
6/14/2007	.000000	9.174283	9.174283
12/14/2007	.000000	.506853	.506853
6/14/2008	.000000	9.573677	9.573677
12/14/2008	.000000	.107459	.107459
6/14/2009	.000000	9.681135	9.681135
12/14/2009	.000000	.000000	.000000
6/14/2010**	.000000	.000000	.000000
<b>Total</b>	<b>71.291240</b>	<b>104.732608</b>	<b>176.023848</b>

\* As defined in Article 4 of the CSA.

\*\* Termination Date.

SCHEDULE C

FINAL EXHIBIT  
 (Series B Equipment)  
 AMOCO CORPORATION

Leveraged Lease Financing  
 for  
 Four Hundred Seventy-two (472) Rail Cars

TERMINATION AND CASUALTY LOSS VALUES  
 (Expressed as a Percent of Purchase Price)

Date	Termination Values	Casualty Values
6/14/1990	106.0578808	106.0578808
12/14/1990	110.6527195	110.6527195
6/14/1991	107.0473585	107.0473585
12/14/1991	111.1110348	111.1110348
6/14/1992	107.0989811	107.0989811
12/14/1992	110.8151250	110.8151250
6/14/1993	106.5027863	106.5027863
12/14/1993	109.9555706	109.9555706
6/14/1994	105.4044229	105.4044229
12/14/1994	108.6101779	108.6101779
6/14/1995	103.8206709	103.8206709
12/14/1995	103.8268491	103.8268491
6/14/1996	101.8355981	101.8355981
12/14/1996	101.8421542	101.8421542
6/14/1997	99.6753015	99.6753015
12/14/1997	99.6822553	99.6822553
6/14/1998	97.3243148	97.3243148
12/14/1998	97.3316938	97.3316938
6/14/1999	94.8255071	94.8255071
12/14/1999	93.1141117	93.1141117
6/14/2000	91.8874091	91.8874091
12/14/2000	87.7189941	87.7189941
6/14/2001	86.9285321	86.9285321
12/14/2001	82.5198045	82.5198045
6/14/2002	81.6840993	81.6840993
12/14/2002	76.0464188	76.0464188
6/14/2003	76.0621085	76.0621085
12/14/2003	70.0068925	70.0068925
6/14/2004	70.1202947	70.1202947
12/14/2004	63.6730048	63.6730048
6/14/2005	63.9709743	63.9709743
12/14/2005	57.1111430	57.1111430
6/14/2006	57.6260739	57.6260739
12/14/2006	50.3317497	50.3317497
6/14/2007	51.1004017	51.1004017
12/14/2007	43.3490237	43.3490237
6/14/2008	44.4130074	44.4130074
12/14/2008	36.1814699	36.1814699
6/14/2009	37.5050942	37.5050942
12/14/2009	28.9210697	28.9210697
6/14/2010	30.0000000	30.0000000

